REQUEST FOR EXPRESSION OF INTEREST

PROVISION OF A MEETING MANAGEMENT SOLUTION

RFEOI No. PS20211116

Issue Date: August 13, 2021

Issued by: City of Vancouver (the "City")

IN RESPECT OF
REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20211116 (the "RFEOI")
PROVISION OF A MEETING MANAGEMENT SOLUTION

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1.   An Expression of Interest should be submitted by email prior to 3:00pm PST on September 7, 2021 (the "**Closing Time**") in accordance with the following:

- Subject of the file to be: PS20211116 – Provision of a Meeting Management Solution – <mark>Respondent's name</mark>.

- Document format for submissions:
    - o   Schedules 1-5 in PDF format, – 1 combined PDF file, and;
    - o   Any additional attachments if required.

- Zip the files to reduce the size or email separately if needed.

- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy. **DO NOT EMAIL YOUR SUBMISSION TO THE CONTACT PERSON.**

- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

- Due to cybersecurity concerns, the City will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.

- The maximum number of attachments allowed in an email message is 250 attachments.

- The maximum size limit for an email message, including all attachments, is 20MB per message

2.   Each Expression of Interest must be marked with the respondent's name and the RFEOI title and number.

3.   "Vancouver Time" will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the submission receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

4.   DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX.

5.   All queries related to this RFEOI should be submitted in writing to the attention of:

Diana Chan, SCMP, Contracting Specialist
Email: diana.chan@vancouver.ca

(the "**Contact Person**")

SECTION 1   GENERAL INFORMATION

1.1   Introduction

The City of Vancouver (the "City") is seeking expressions of interest ("**Expressions of Interest**") from respondents with expertise in the provision of a meeting management solution. The City, with a diverse population of over 630,000 (per 2016 Census, Statistics Canada), is the largest local government in the Province of BC and the third largest in Canada.

The City is requesting the submissions of Expressions of Interest to supply a robust meeting management solution with the following deliverables:

- **Supply and implementation of an on-premise or hosted solution providing complete agenda and meeting management functionality, inclusive of software and software licenses;**
- **Implementation project management, inclusive of data migration, training & support materials, Go-Live support and Post-Go-Live stabilization support; and**
- **Post Go-Live ongoing solution support and maintenance.**

The City plans to focus meeting management solution functionality on City Council proceedings, with the intent of expanding later to other meeting types such as the Park Board Commission and various Advisory Boards.

Respondents should review the Scope of Work, respond to the Functional and Technical Requirements, review the Cloud Questionnaire (CAIQ), review the City's sample Form of Agreement, and provide Pricing for an **initial three (3)-year contract term with six (6) additional one-year extensions at the City's sole discretion**. A product demo may be required as part of the City's evaluation process.

1.2   Background

Vancouver City Council encompasses a Mayor and ten (10) Councillors and conducts over 125 meetings annually that include Regular and Special Council, various Committee and Public Hearings, judicial hearing proceedings and encompass both public and *In Camera*, or closed, sessions. All meetings, except *In Camera* and judicial hearing proceedings, are live-streamed, with video being indexed, archived, and made available to the public via the City's public website.

Agenda include a variety of reports and/or presentations that range in number from two (2) to over twenty-five (25), and may also include received correspondence. Currently, agenda packages are in PDF format and are distributed by email using defined distribution lists, and posted on the City's website, in addition to paper copies. Received correspondence is circulated to Council before and during meetings.

To manage these processes, the City currently employs:
- MS Office Suite including a heavily configured SharePoint 2016 site with custom workflow for the approvals and concurrence processes;
- Adobe Acrobat;
- Website CMS;
- SurveyGismo;
- Third-party webcasting provider for livestreaming and video file indexing and storage;
- Several in-house developed Expression of Interests; and
- Issuing various meeting-related data via the City's Open Data portal.

The City desires a more fully-integrated solution that will provide an end-to-end process (from motion and/or report/agenda creation and meeting conduct, through to webcasting, minute creation/publishing, open data provisions and metrics reporting). The City is also interested in **value-added** features that would offer opportunities for process transformation and enhancing engagement and participation of the public.

More recent changes in the environment supporting Council proceedings have involved:
- In 2019: transitioning webcasting services from previous vendor to Sliq Technologies, and migration of approximately 1.4TB of video files;
- In 2020: move to a virtual meeting format, leveraging Cisco WebEx Meetings, due to COVID public health orders and safety considerations; and
- August 2021: upgrading Chamber AV environment to replace end-of-life components and introduce additional features.

1.3   Scope of Work

City's Objectives with the Solution sought are:

- **To enhance access** to Council, Committee, and other proceedings by offering more diverse channels in accessible formats, and improved search features;
- **To reduce the manual effort and associated cycle times** required to manage work and content flows currently performed through multiple and non-integrated systems;
- **To enable business process improvements** that have been constrained by the City's current inefficient tools;
- **To support the City's environmental goals** by reducing the volume of paper consumed, and minimizing printing costs incurred with printed agenda packages; and
- **To reduce the City's risk** by replacing existing systems that are end-of-life and which carry associated support costs.

1) Meetings Overview

Vancouver City Council conducts over 125 sessions annually, encompassing Regular and Special Council, various Committee and Public Hearings, judicial hearing proceedings and include both public and *In Camera*, or closed sessions.

The meeting schedule is typically determined in December of the previous year, with additional back-up meeting dates added as needed; special meetings and public hearings may be added throughout the year at the discretion of Council. Council proceedings typically break for the month of August.

The 2021 City Council meeting schedule can be found:
https://covapp.vancouver.ca/councilMeetingPublic/CouncilMeetings.aspx?SearchType=1

i) Meeting Types

Currently, the following meeting types are active:

Meeting Type	Frequency
Regular Council Meeting	Approximately every two weeks

In Camera Meeting	Approximately every two weeks
Standing Committee Meetings • City Finance & Services • Policy & Strategic Priorities	Approximately every two weeks
Public Hearing	As required; 20-30 annually
Special Council Meeting	As required
Auditor General Committee	As required
Business License Hearing	As required
Court of Revision	As required

ii) Meeting Roles

Roles involved in Council and Committee meeting work-flow include:

- **Elected Officials**: one (1) Mayor and ten (10) Councillors receive and annotate agenda packages and reports, attend meetings and sit on various Committees
- **City Manager**: City Manager, or Deputy City Manager, reviews completed reports submitted by various City departments, oversees agenda compilation and attends meetings
- **City Clerk**: City Clerk and/or Deputy City Clerk monitors report progress & tracking, facilitates agenda compilation, attends meetings, advises Council, records actions and approves Minutes, coordinates and monitors follow-up activities
- **Concurring Departments**: review and concur on report content related to funding, legal considerations and HR/labour considerations
- **Department Head**: reviews and approves reports for submission for inclusion on agenda, attends meetings to respond to Council questions
- **Report Writer/Department Staff**: staff who draft reports, attend meetings to present reports and respond to Council questions, as required. The number attending is determined by the number and nature of reports on a given agenda
- **Meeting Coordinators**: prepares agenda draft, distributes approved agenda, compiles item correspondence and public speakers' list, attends meetings, captures motions & votes, prepares Minutes for approval, publishes approved Minutes, files meeting documents

While meeting roles will be refined as part of implementation, based on current processes, the following is an overview of meeting participants and types of roles in the processes:

Meeting Role	# of Users	Write Reports	Approve Reports	Concur on Reports	Compile Agenda	Distribute Agenda	Record meeting	Follow-up Activities	Annotate Agenda
Elected Officials	11								●
City Manager	3		●		●				●
City Clerk	3				●		●	●	●
Concurring Departments	6			●					●
Department Heads	15		●						●
Report Author/Department Staff	250+	●							
Meeting Coordinators	10				●	●	●	●	●

2) Project Implementation

Project implementation includes:
i)   technical installation of the on-premise solution or set-up of the hosted solution;
ii) business configuration;
iii) testing;
iv) comprehensive training;
v)   release through to production; and
vi) ongoing solution support and maintenance.

The initial business focus will be on Council meetings including open, closed (*In Camera*), regular, special and judicial/public hearings. Subsequent to the successful implementation of functionality for the above, the City may phase in other meeting types: however, the subsequent meeting types are not in-scope of the initial project implementation.

3) Project Timeline

When the City has selected a successful Respondent, the selected Respondent will be notified by the Contact Person and requested to promptly provide the City with data collection and other templates.

The City would like to the solution to Go Live by Q1 2022, at the latest. In the submitted Expressions of Interest, Respondents shall include a work schedule identifying key dates and deliverables and/or milestones, based on a contract being executed by November 19, 2021.

4) Project Management

The successful Respondent will provide a dedicated Project Manager who is responsible for ensuring all deliverables are met, and who will:

- Create and manage a detailed project plan, including all deliverables, timelines and assigned resources;
- Provide project status update reports to City staff (frequency to be determined and agreed upon with the City);
- Participate in regularly schedule project status update meetings (frequency to be determined and agreed upon with the City);
- Create agendas for each meeting and distribute in advance of meeting to participants;
- Take meeting minutes and distribute same to meeting participants, including action items within 2 business days of the meeting; and
- Outline a clear escalation path, within the Respondent's organization, for issues and risks.

The Expression of Interest will identify key personnel who will provide the relevant subject matter expertise in implementing meeting management solutions. The proposed key personnel referenced in the Expression of Interest shall be the team that provides the on-site expertise for the direction and execution of the project.

5) **City to provide**

The City will be able to provide the successful Respondent with meeting-related data (meeting types, schedule, distribution lists, release policies etc.) and relevant enterprise technology information. Respondents should clearly state what other information will be required for successful Implementation.

The City will provide the Supplier with access to the following personnel:
- Business Leads;
- Meeting coordination resources from key business areas;
- Program or Project Manager;
- Business Analyst;
- Subject Matter Experts for AD/Exchange, Outlook, website CMS, HP Trim, Chamber/Board Room AV, open data platform; and
- Other subject matter experts, as required.

Public health orders will be complied with and remote work will be leveraged where possible. Any onsite work will occur primarily on a TBD project work space within Vancouver city limits, and likely at or within the vicinity of Vancouver City Hall located at 453 W 12th Ave.

6) **Migration Plan**

Presently, the City has approximately 68,000 of documents and almost 1.4TB of video files related to Council proceedings. The volume of legacy files to be ingested into the selected solution has yet to be determined, but will be driven by a number of factors including: demand for legacy files; cost of storage; successful Respondent's capacity; ease of migration; and options for accessing non-migrated files.

The Expression of Interest should outline the amount of storage included in the submitted Pricing, and identify fees for excess/additional storage, as required.

7) **Training Plan**

The City requires training for key meeting coordination resources, the City's technical resources and the trainer(s) who will in turn provide training (and materials) to Report Writers and Approvers, Concurrers, Elected Officials and other users. The successful Respondent shall provide

comprehensive training materials to ensure: i) all staff and Elected Officials are comfortable using the solution; and ii) basic troubleshooting can be performed by appropriate City staff.

The successful Respondent will provide training and materials inclusive of:
- Instructor-led, classroom delivery for key meeting administration resources;
- Training delivery by an experienced and knowledgeable Supplier resource or trainer;
- Training materials, preferably in a format that can be readily adapted for the City's use (i.e., Microsoft Office Suite, Adobe PDF, online content creation tools) in both paper and electronic formats, with visuals and step-by-step instructions;
- All likely use-case scenarios; and
- Instructions on use any other equipment provided by the successful Respondent.

8) Ongoing Solution Support & Maintenance

Prior to and during meetings, the City has at least one Desktop Technician onsite and/or on-call to assist meeting coordinators with troubleshooting.

The successful Respondent will provide a technical support model to ensure:
  i)   system uptime per contracted service level commitments or Service Level Agreement (SLA);
  ii)   risks and issues are anticipated & adequately mitigated; and
  iii)   service interruption issues are responded to, tracked, and resolved per contracted service level commitments or SLA.

The successful Respondent will meet the following ongoing solution support & maintenance requirements:
 1. Established and documented incident tracking and escalation procedures;
 2. Full documentation of issues and resolutions;
 3. SLA for services included in the Expression of Interest, including provisions for:
     o During project implementation period (pre-Go-Live)
        - Project manager response times and contact information;
        - Project issue escalation process, responses times and contact information; and
        - Hardware maintenance/repair process, response times and contact information.
     o During regular operations (post-Go-Live)
        - Call acknowledgement times;
        - Open ticket response times;
        - Maintenance/repair process, response times and guaranteed service up-time;
        - Onsite support, if available; and
        - Offsite support.
 4. Support model details:
        i)   location(s) of help centres;
        ii)   hours of operations;
        iii)   hours of primary and secondary support;
        iv)   any outsourcing arrangements;
        v)   what City network access is required for instances of remote assistance; and
        vi)   channels through which support is accessed.

8. Updates/Upgrades

Given the critical nature of Council meetings and related public participation, it is imperative that the successful Respondent's ongoing Solution updates present minimal disruption to these proceedings.

The successful Respondent shall provide a summary of their product updates and release cycle, inclusive of the following details:

- Frequency of upgrades, patches, new release, etc.;
- How City will be informed;
- How such updates and releases are implemented; and
- Configuration options available to the City.

9. Product Roadmap

The City will evaluate each Respondent's commitment to product and service improvements. In the Expression of Interest, Respondents shall provide an overview of their product roadmap to include new or improved functions, performance, integration capabilities, security, etc., including but not limited to the following:
- List of functionality or capability enhancements/additions and the target release schedule;
- Overview of product management strategy/methodology;
- Role of user community in product roadmap development; and
- External drivers for upcoming changes such as technology, client demand, legislation, third-party relationships, etc.

10. Value-added Considerations

The City is interested in any offered features and functions not described in the RFEOI, which would provide the City with opportunities to further transform processes, enhance public engagement and reduce barriers to participation in local government. Expressions of Interest should provide a list of recommended and/or value-added options that would assist the City in achieving these considerations, and should describe what differentiates a Respondent's service offerings from their competitors.

11. Functional and Technical Requirements & Cloud Questionnaire (CAIQ)

Respondents shall complete the separate attachment, **PS20211116 – Functional and Technical Requirements**, for the functional and technical requirements sought in the meeting management solution.

Respondents should note that the City desires minimal solution customization, and requires the solution to adhere to industry best practices. Therefore, the Expression of Interest will clearly state (if applicable):
- configuration and other settings are global (across all clients)
- client-specific, meeting type-specific, user-group specific, etc.
- minor process variations can be addressed via meeting type designations, or other mechanisms, rather than via customizations.

The City will consider hosted solutions: therefore, Respondents shall review the separate attachment, **PS20211116 – Cloud Questionnaire (CAIQ)**, for cloud computing requirements for the meeting management solution. <mark>If short-listed, the Respondent will be required to complete the Cloud Questionnaire.</mark> A Respondent may submit a completed Cloud Questionnaire as part of their submitted Expression of Interest due on the Closing Date of the RFEOI, to facilitate the City's project timelines.

1.4   Sustainability

1.4.1   The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each City vendor is expected to adhere to the supplier performance

standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Expressions of Interest, to the extent applicable.

1.4.2   Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its Expression of Interest. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

1.5   RFEOI Process

1.5.1   Interested parties ("**Respondents**") are required to respond to this RFEOI in accordance with the instructions set forth in this RFEOI.

1.5.2   Expressions of Interest are being requested in order to afford the City the opportunity to gauge such responses and evaluate Respondents' expertise, so that the City may then conduct product demonstrations, tailored (as determined in the City's discretion) to the responses received and limited, should the City so determine, to all or some of the RFEOI Respondents.

1.5.3   The City may, as a result of the RFEOI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).

1.5.4   The RFEOI process is aimed at encouraging businesses with the required level of expertise to participate. Respondents should ensure that their Expressions of Interest demonstrate their expertise in the Scope of Work described in the RFEOI.

1.5.5   Any potential Respondent is requested to refrain from submitting an Expression of Interest if it is not willing to participate in a product demonstration or to complete the Cloud Questionnaire (if short-listed) if the City invites the Respondent to participate in a product demonstration.

1.5.6   If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to email the Contact Person named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

1.6   RFEOI Documents

1.6.1   This RFEOI consists of:

(a)   the cover page hereof and sections 1 through 6 hereof; and

(b)   schedules as follows:

(i)   Schedule 1 — Description of Requirements;

(ii)   Schedule 2 — Letter of Expression of Interest;

(iii)   Schedule 3 — Format for Expressions of Interest; and

(iv)   Schedule 4 — Certificate of Existing Insurance

(v)   Schedule 5 — Declaration of Supplier Code of Conduct Compliance

(vi)   Schedule 6 – Form of Agreement

(collectively, the **"RFEOI Documents"**)

1.6.2   If the City issues any amendments or addenda to the RFEOI Documents, such amendments or addenda will form part of the RFEOI Documents. It is the sole responsibility of all Proponents to check the City's website at: http://www.vancouver.ca/fs/bid/bidopp/openbid.htm regularly for amendments or addenda to the RFEOI Documents, including questions and answers posted by the City in relation to this RFEOI.

SECTION 2   QUALIFICATION CRITERIA

2.1   General

The City currently expects to base its decision with respect to each Respondent's qualification (or not) to participate in a product demonstration or contract negotiations on (i) whether the statement of qualifications submitted by the Respondent as part of its Expression of Interest (its **"Statement of Qualifications"**) has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 — Description of Requirements.

2.2   Key Personnel and Subcontractors

2.2.1   As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel and subcontractors.

2.2.2   Qualification to participate in product demonstrations or contract negotiations may be conditioned on the use of the key personnel and subcontractors specified in a Statement of Qualifications, or other personnel or subcontractors approved in advance by the City.

2.2.3   A Respondent should therefore not change its key personnel or subcontractors without discussing the same with the City.

2.2.4   Notwithstanding the following, by submitting an Expression of Interest, each Respondent acknowledges that if selected to participate in product demonstrations, the Respondent may be required to include subcontractors selected by the City.

SECTION 3   COMMUNICATIONS

Respondents may not communicate with the City about the RFEOI except in writing by fax or email to the Contact Person listed on the cover page of this RFEOI.

SECTION 4   SUBMISSION OF EXPRESSIONS OF INTEREST

4.1   Delivery

Each Respondent should submit a single electronic copy of its entire Expression of Interest by email to bids@vancouver.ca. It is each Respondent's sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

4.2   **Late Expressions of Interest**

The City may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

4.3   **Form of Expression of Interest**

Each Expression of Interest must consist of a letter in the form set forth in Schedule 2 together with a Statement of Qualifications in the format set forth in Schedule 3, an insurance certificate in the form set forth as Schedule 4 and declaration of Supplier Code of Conduct compliance in the form of Schedule 5.

4.4   **Lack of Information**

Following receipt of an Expression of Interest, the City may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City with additional information to clarify or substantiate the information provided by the Respondent, and the City may request that the Respondent complete the Cloud Questionnaire. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, fails to provide timely clarification or substantiation of the information supplied, or fails to complete the Cloud Questionnaire, that failure may result in no further consideration being given to the Expression of Interest.

4.5   **Material Changes**

Respondents should inform the City of any material change in information that might affect their qualification status at any time during the RFEOI process. Participants in product demonstrations may be required to update key qualification information. Prior to the entry into any agreement for goods or services, a successful vendor will be required to confirm its continued status.

SECTION 5   REVIEW OF EXPRESSIONS OF INTEREST

5.1   **Evaluation by the City**

The City will review the Expressions of Interest submitted, and the completed Cloud Questionnaire (upon being short-listed) to determine whether, in the City's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the City's procurement process. In doing so, the City currently expects to base its decision with respect to each Respondent on (i) whether the Statement of qualifications submitted by the Respondent has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements. The City may short-list a number of Respondents ("**Short-Listed Respondents**"); provided that:

5.1.1   the determination of which Respondents are designated as Short-Listed Respondents will be at the sole discretion of the City;

5.1.2   the City reserves the right to limit the number of Respondents designated as Short-Listed Respondents;

5.1.3   Short-Listed Respondents satisfactorily complete the Cloud Questionnaire (CAIQ);

5.1.4   Short-Listed Respondents provide a product demonstration; and

5.1.5   the City's evaluation criteria and weightings are as follows, but are subject to change at any time:

Evaluation Criteria for short-listing Respondents	Weighting
Pricing	25%
Responses to Functional and Technical Requirements	55%
Training, implementation and support (i.e. comprehensiveness, availability of resources, SLA, hours of support, etc.)	15%
Corporate profile (i.e. size of company, number of years providing the type of Solution the RFEOI describes, number of clients similar to the City, client references for similar Scope of Work, etc.)	5%
TOTAL	**100%**

5.2   Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

5.3   Non-Conforming Expressions of Interest

Expressions of Interest which fail to conform to the format requirements set forth in Schedule 3 hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule 3 hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

SECTION 6   NOTIFICATION AND SHORT-LISTING PROCESS

6.1   Notification of Short-Listing

Following the Closing Time, the City will only notify those Respondents which are selected as Short-Listed Respondents (or with which the City proposes to proceed to negotiate an agreement). The City thanks all other Respondents for their interest.

6.2   Changes after Short-Listing

Any change in the structure or formation of a Short-Listed Respondent will be subject to prior written approval of the City prior to any product demonstration or contract negotiation. The City may deny that approval if the change in the structure or formation of the Short-Listed Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

6.3 **The City's Rights**

6.3.1 The City may, without liability to any Respondent or Short-Listed Respondent:

(a) amend the scope of work and description of functional and technical requirements to be procured under the RFEOI or any subsequent product demonstration, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;

(b) reject or accept any or all Expressions of Interest;

(c) cancel the RFEOI process and reject all Expressions of Interest;

(d) cancel the RFEOI process and commence a new process in respect of the same with the same or an amended set of documents, information or requirements;

(e) request that any Respondent provide additional information, clarifications, or product demonstrations, without requesting the same from all Respondents; or

(f) terminate the RFEOI process and enter into direct negotiations with any party whether or not a Respondent.

6.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 2), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated in Schedule 2 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 2 also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

6.4 **Information Disclaimer**

6.4.1 The City makes no representation, warranty or undertaking with respect to these RFEOI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEOI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.

6.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEOI Documents is provisional and is expected to be superseded by information in an agreement and other documents.

6.5 **Security Requirements**

The City reserves the right to require, as a condition of a contract entered into with any successful vendor, that the vendor or directors or officers of the vendor consent to the City and its security partners conducting at the City's discretion, a security clearance investigation,

including without limitation criminal records searches and such other security searches as the City may deem advisable, together with ongoing monitoring of the same.

SECTION 7   CONFLICTS/COLLUSION/LOBBYING

7.1   Conflicts of Interest Generally

Each Respondent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Respondent or of any of its proposed subcontractors, or any other person related to the Respondent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

(a)   an elected official or employee of the City; or

(b)   related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Respondent's Expression of Interest by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.2   Former City Employees

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.3   Other Clients

Each Respondent must disclose whether the Respondent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFEOI would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City and the Respondent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.4   Collusion

Each Respondent is required to disclose whether the Respondent is competing for purposes of the RFEOI with any entity with which it is legally or financially associated or affiliated. Each Respondent must also disclose whether it is cooperating in any manner in relation to the RFEOI with any other Respondent responding to the RFEOI. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.5   Lobbying

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the

United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFEOI or sought, other than through the submission of its Expression of Interest, to influence the outcome of the RFEOI process. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

SCHEDULE 1 — DESCRIPTION OF REQUIREMENTS

1. Scope of Work as described in the RFEOI, including:
    a. On-premise or hosted solution, and required licenses
    b. Project Implementation
    c. Project Timeline
    d. Project Management
    e. Data Migration Plan
    f. Training
    g. Ongoing Solution Support & Maintenance
    h. Service Level Commitments or SLAs for Pre-Go-Live and Post-Go-Live
    i. Solution Updates and Upgrades
    j. Product Roadmap
    k. Value-Added features and services
2. PS20211116 – Functional and Technical Requirements
3. PS20211116 – Pricing and Proposed Deviations to Form of Agreement
4. PS20211116 – Cloud Questionnaire (CAIQ), if short-listed

SCHEDULE 2 — LETTER OF EXPRESSION OF INTEREST

[Letterhead paper of the Respondent or participant responsible for
a joint venture, including full postal address, telephone and facsimile.]

Date: *[Insert]*

TO: **THE CITY OF VANCOUVER** (the "**City**")

RE: **EXPRESSION OF INTERST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20211116 (the "RFEOI") IN RESPECT OF PROVISION OF A MEETING MANAGEMENT SOLUTION**

1.   Being duly authorized to represent and act on behalf of [Insert full corporate name and if a joint venture, then state "on behalf of…" and list the full corporate names of the companies forming the joint venture], the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.

2.   Herein, the term "Respondent" refers to *[insert full corporate name and if a joint venture, then state "…refers to each of" and list the full corporate names of the companies forming the joint venture].*

3.   The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.

4.   Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.

5.   The City its representatives may contact the following persons for further information:

[Insert Respondent's contact information.]

6.   This Expression of Interest is made with the full understanding and agreement that:

(a)   any information submitted during qualification may be subject to verification by the City, including during evaluation of any subsequent product demonstration or review of the completed Cloud Questionnaire;

(b)   the Respondent will (and does hereby undertake to) provide a product demonstration and complete the Cloud Questionnaire in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if short-listed;

(c)   the City may:

(i)   amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent product demonstration process, varying them from those described in the RFEOI, or amend the qualifications that may be required to meet the City's requirements;

(ii)   reject or accept any or all Expressions of Interest;

(iii)   cancel the RFEOI process and reject all Expressions of Interest;

       (iv)   cancel the RFEOI process and commence a new process in respect of the same with the same or an amended set of documents, information or requirements;

       (v)   request any respondent to provide additional information, clarification, goods, samples, product demonstrations, or completed Cloud Questionnaire, without requesting such information from all respondents; or

       (vi)   terminate the RFEOI process and enter into direct negotiations with any party whether or not a respondent; and

    (d)   the City will not be liable in any way whatsoever for any actions described under 4(c) of this letter.

7.   The Respondent acknowledges and agrees that the RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Expression of Interest by the Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).

8.   The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFEOI.

9.   Except only and to the extent that the City is in breach of Section 10 of this letter, the Respondent now releases the City, its officials, its agents and its employees from all liability for any costs, damages or losses incurred in connection with the RFEOI, including any cost, damages or losses in connection with:

    (a)   any alleged (or judicially determined) breach by the City or its officials, agents or employees any obligation or duty under the RFEOI;

    (b)   any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFEOI; or

    (c)   the manner in which the City: reviews, considers, evaluates or negotiates any Expression of Interest; addresses or fails to address any Expression of Interest; or resolves to enter into any contract or not enter into any contract.

10.   Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's right to publicly disclose information about or from any Expression of Interest, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFEOI, the City will treat the Expression of Interest (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

11.   The Respondent acknowledges receipt of the following amendments and addenda (if applicable);

    Amendment/Addendum No. [Complete]   **Date:**   [Complete]

    Amendment/Addendum No. [Complete]   **Date:**   [Complete]

    Amendment/Addendum No. [Complete]   **Date:**   [Complete]

12. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

    (a)   The arbitrator will be selected by the City's Director of Legal Services;

    (b)   Section 9 of this letter, and the other provisions hereof, will apply; and

    (c)   The Respondent will bear all costs of the arbitration.

13. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(s): _____

Signature: _____   Date: _____

Name of Signatory: _____

Title of Signatory: _____

Mailing Address: _____

_____

_____

Cheque Payable/Remit to Address: _____

_____

_____

Telephone No.: _____   Fax No.: _____

Key Contact Person: _____   E-mail: _____

GST Registration No.: _____   Date and Jurisdiction of Incorporation: _____

City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): _____   WorkSafeBC Registration No.: _____

SCHEDULE 3 — FORMAT FOR EXPRESSIONS OF INTEREST

Expressions of Interest submitted by Respondents should consist of:

1.   a completed and duly executed Letter of Expression of Interest (the foregoing Schedule 2);

2.   a completed and duly executed insurance certificate and a completed and duly executed declaration of Supplier Code of Conduct Compliance (the following schedules 4 and 5); and

3.   a Statement of Qualifications, consisting of and arranged as follows:

(a)   **Title Page (1 page)**

The title page should identify the RFEOI number identified on the cover page of this RFEOI, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person.

(b)   **Table of Contents / Index**

(c)   **Corporate Experience:**

- Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.

- Describe the company/entity size, depth, and annual sales volumes (in dollars).

- Provide client references, where possible.

- Provide a history of litigation or claims made against the Respondent during the three years immediately prior to the Closing Time.

(d)   **Corporate Capability:**

- Describe the Respondent's capability (financial, experience and workload capacity) to undertake the role of supplier.

- Provide resumes of proposed key personnel.

- Provide a letter from a bonding company confirming the Respondent's bonding capability.

(e)   **Completed and Current Major Projects**

- List three relevant projects, with names of customers, dollar amounts, names of company personnel involved and client/owner references.

- Describe the Respondent's capacity to undertake the project and describe any other projects scheduled during the anticipated time frame.

(f)   **Sustainability**

Describe the Respondent's approach in the following areas:

- Offering products/services that are non-toxic and non-hazardous;

- Provision of solutions for the disposition of obsolete or expired products and equipment, as well as solutions for the environmental impact of local landfills; and

- Offering solutions to reducing carbon emissions resulting from the delivery of products.

(g) **Outline of Services to be Provided**

Complete and submit:

1. Separate attachment, <mark>PS20211116 – Functional and Technical Requirements</mark>

2. Separate attachment, <mark>PS20211116 – Cloud Questionnaire (CAIQ)</mark> – optional with submission on the Closing Date, required when short-listed

3. Separate attachment, <mark>PS20211116 – Pricing and Proposed Deviations to Form of Agreement</mark>

(h) **Conflicts/Collusion/Lobbying**

Provide information responsive to Section 7.0 of the RFEOI.

SCHEDULE 4 – CERTIFICATE OF EXISTING INSURANCE

CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE SUBMISSION

CITY OF VANCOUVER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

---

1. **THIS CERTIFICATE IS ISSUED TO:** <u>City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4</u>
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

   BUSINESS TRADE NAME or DOING BUSINESS AS

   BUSINESS ADDRESS

   DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
   INSURER _____ **Insured Values (Replacement Cost)** -
   TYPE OF COVERAGE _____ Building and Tenants' Improvements $ _____
   POLICY NUMBER _____ Contents and Equipment $ _____
   POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions: INSURER _____
   √ Personal Injury   POLICY NUMBER _____
   √ Property Damage including Loss of Use   POLICY PERIOD   From _____ to _____
   √ Products and Completed Operations   **Limits of Liability (Bodily Injury and Property Damage Inclusive)** -
   √ Cross Liability or Severability of Interest   Per Occurrence $ _____
   √ Employees as Additional Insureds   Aggregate $ _____
   √ Blanket Contractual Liability   All Risk Tenants' Legal Liability $ _____
   √ Non-Owned Auto Liability   Deductible Per Occurrence $ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

   INSURER _____ **Limits of Liability** -
   POLICY NUMBER _____ Combined Single Limit $ _____
   POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**   **Limits of Liability (Bodily Injury and Property Damage Inclusive)** -
   INSURER _____ Per Occurrence $ _____
   POLICY NUMBER _____ Aggregate $ _____
   POLICY PERIOD From _____ to _____ Self-Insured Retention $ _____

7. **PROFESSIONAL LIABILITY INSURANCE**   **Limits of Liability**
   INSURER _____ Per Occurrence/Claim $ _____
   POLICY NUMBER _____ Aggregate $ _____
   POLICY PERIOD From _____ to _____ Deductible Per $ _____
                                         Occurrence/Claim

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:_____

8. **OTHER INSURANCE**
   TYPE OF INSURANCE _____ **Limits of Liability**
   INSURER _____ Per Occurrence $ _____
   POLICY NUMBER _____ Aggregate $ _____
   POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____
   TYPE OF INSURANCE _____ **Limits of Liability**
   INSURER _____ Per Occurrence $ _____
   POLICY NUMBER _____ Aggregate $ _____
   POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <https://policy.vancouver.ca/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, Expression of Interest, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____*(vendor name)*, I declare that I have reviewed the SCC and to the best of my knowledge, _____*(vendor name)* and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below *(include all violations/convictions that have occurred in the past three years as well as plans for corrective action).*

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____*(vendor name)*.

Signature: _____

Name and Title: _____

CLOUD SOFTWARE /SOFTWARE AS A SERVICE SERVICES AGREEMENT

[Note: This is a City of Vancouver Form of Agreement for SaaS software applications. If the City decides to procure an on-premise software solution, the City reserves the right to amend this Form of Agreement, or replace it with another document deemed by the City to be more suitable for such procurement. All proponents, whether or not they are selling a license or subscription for SaaS or on-premise applications, are required to set out any deviations or objections, along with any proposed wording, to this Form of Agreement.]

THIS AGREEMENT (the "**Agreement**") made as of the • day of •, [2021].

BETWEEN:

> **[Insert full corporate name of vendor]**, a corporation validly existing and registered in the Province of • with a registered office address at **[Insert registered office address of vendor]**
>
> ("**Vendor**")

<div align="right">OF THE FIRST PART</div>

AND:

> **CITY OF VANCOUVER,** a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4
>
> (the "**City**")

<div align="right">OF THE SECOND PART</div>

BACKGROUND:

A. The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.

B. Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0   DEFINITIONS AND SCHEDULES

1.1   In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

(a)   "**Applicable Laws**" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.

(b)   "**City**" means the City of Vancouver.

(c) **"Contract Price"** means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.

(d) **"Data Compromise"** means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.

(e) **"Documentation"** means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.

(f) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.

(g) **"personal information"** has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.

(h) **"PIPA"** means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.

(i) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.

(j) **"Services"** means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (RFEOI) and Schedule F (Vendor's Expression of Interest). For certainty, Vendor will perform all Services for the fixed Contract Price.

(k) **"Software"** means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.

(l) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

(a) Schedule A – Scope of Work

(b) Schedule B – Privacy Compliance and Data Security

(c) Schedule C - Certificates of Insurance

(d) Schedule D – Contract Price

(e) Schedule E – RFEOI issued [insert date]

(f) Schedule F - Vendor's Expression of Interest dated •

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and

prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0   PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

2.1   Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

2.2   Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.

2.3   The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0   ACCESS TO THE SOFTWARE BY THE CITY

3.1   The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.

3.2   As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

3.3   As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

3.4   Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

3.5   Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0   CONDITIONS OF USE

4.1   The City's right to use the Software is conditional upon the following. The City may not:

(a)   except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;

(b)   sell, rent or lease the Software;

(c)   make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);

(d)   create any derivative works based upon the Software or Documentation;

(e)   copy any feature, design or graphic in, or reverse engineer, the Software; or

(f)   use the Software in a way that violates any criminal or civil law.

4.2   The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.

5.0   DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS

5.1   Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

5.2   As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it.   Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.

5.3   Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

5.4   Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.

5.5   As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "**System Servers**"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters.   Vendor's primary server is located at **[Insert**

address and country where primary server is located]. Vendor's secondary server is located at **[Insert address and country where secondary server is located].** Vendor's backup server is located at **[Insert address and country where backup server is located].** If any System Server is hosted by a third party server/data host, such third party will be referred to as a "**Server Host**". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

5.6   Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).

5.7   Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.

5.8   Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

5.9   If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.

5.10   Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:

(a)   single point of entry;

(b)   main access monitored with additional access for emergency purposes only;

(c)   surveillance cameras in physical data centre facility/room;

(d)   access validation with identity check;

(e)   access only to persons on Vendor approved access list;

(f)   log-in validation;

(g)   creation of accounts only as verified by Vendor;

(h)   access to servers via encrypted means; and

(i)   servers running behind secure firewall.

5.11   Vendor shall comply with the following in the event of a Data Compromise:

(a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

(b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.

(c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.

(d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.

(e) Vendor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

(f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.

(g) Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under Applicable Laws, Vendor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies or other entities as required by Applicable Laws or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.

5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent

legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0   WARRANTIES AND OTHER COVENANTS

6.1   **Software Warranties:** Vendor warrants that:

(a)   the Software and Services will satisfy the requirements of this Agreement; and

(b)   Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

6.2   **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:

(a)   has full right, power and authority to enter into this Agreement and to perform its obligations under it;

(b)   is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;

(c)   is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;

(d)   has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

(e)   is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and

(f)   all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3   Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

6.4   If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:

(a)   modify the Software to conform to the requirements of this Agreement; or

(b)   provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5   If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

(a)   obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or

(b)   modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0   TRAINING AND SUPPORT

7.1   **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2   **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3   **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 99.999 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0   TERM OF AGREEMENT

Subject to earlier termination or suspension in accordance with the terms of this Agreement, the term of this Agreement will commence on the date first written above and will expire **[Insert date of expiry]**. Notwithstanding the foregoing, the City may, but is not required to, renew this Agreement on the same terms and conditions for **[●]** additional one year periods by giving Vendor written notice of renewal prior to the expiry of this Agreement. If the City does not give Vendor written notice of renewal, this Agreement will continue to be in effect, following expiry, on a month-to-month basis on the same terms and conditions subject to termination by either party on 30 days prior written notice.

9.0   CONTRACT PRICE

9.1   In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2   Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Supplier in connection with this Agreement unless and until the Supplier has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Supplier are in good standing up to the date that such payment is due.

9.3   The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4   Any delay from the timeframes set out in Schedule A - Scope of Work due to the Supplier not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

9.5   The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:

(a)   the invoice must correctly set out:

(i)   the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;

(ii)   the full name of the City's project manager; and

(iii)   the date and title of this Agreement,

(b)   must be signed by an officer of the Supplier and contain a statement certifying that the Supplier has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;

(c)   if Supplier is not a resident of Canada, for any Services performed by the Supplier in Canada, the Supplier shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.

9.6   All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.

9.7   Taxes.

(a)   **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Supplier relating to the Services, all of which the City will be liable to pay to the Supplier wherever the Supplier is required to collect and remit such amount to any governmental authority as a result of this Agreement.

(b)   **Supplier Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Supplier or its Affiliates on account of the Supplier's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.

(c) **Each Party Responsible for Own Taxes.** Each of the City and the Supplier shall be responsible for paying those taxes applicable to it under Applicable Laws.

(d) **Withholding Taxes.**

   (i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:

      (1) withhold an amount from a payment made to the Supplier; and

      (2) pay the withheld amount directly to the relevant government authority.

   (ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

   (iii) Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).

   (iv) If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Supplier agrees to pay that amount to the City, upon request by the City and upon the City showing the Supplier the requirement to withhold under Applicable Laws.

   (v) Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 9.7(d).

10.0 CITY'S RIGHT TO TERMINATE

10.1 **Termination without Cause:** The City may, at any time and for any reason, terminate this Agreement in whole or in part by giving Vendor 10 days' prior written notice. If the City terminates under this section, the City will pay any reasonable wind-up costs of the Vendor up to a maximum of $5,000. Vendor will immediately refund the balance of any prepaid and unearned fees to the City and may offset any reasonable wind-up costs, up to the foregoing maximum, against the amount to be refunded to the City.

10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1 **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

(a)   all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);

(b)   all work files and derivative copies of the Transmitted Data; and

(c)   all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2   **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3   **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4   **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0   INSURANCE

[Note: City will consult/confirm with its Risk Management department for appropriate types and levels of insurance to be placed by the vendor once more information is known about the services.]

12.1   **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

(a)   professional liability insurance with policy limits of not less than $2,000,000 per claim (with a sub-limit of not less than $1,000,000 per claim for intellectual property infringement) and an aggregate of not less than $2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;

(b)   technology error & omissions and cyber liability insurance with policy limits of not less than $5,000,000 per claim and an aggregate of not less than $5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

(c)   commercial general liability insurance policy with limits of not less than $5,000,000 per occurrence, aggregate of not less than $5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

    (i) name the City and the City's officials, employees and agents as additional insureds;

    (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

    (iii) include blanket contractual liability coverage; and

    (iv) Include non-owned auto liability coverage.

12.2 **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

  (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

  (b) be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

  (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5 **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

12.6 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0   EXCLUSION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0   RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES

14.1   Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2   Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

14.3   This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

14.4   The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

14.5   The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0   CONFIDENTIALITY

15.1   The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.

15.2   In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

(a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;

(b) information which was previously in Vendor's possession and did not originate from the City; and

(c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.

15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.4 If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.

15.5 Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.

15.6 Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

(c) expiration or earlier termination of this Agreement; and

(d) written request of the City for return of the Confidential Information.

15.7 Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.

15.8 Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.

15.9 This Section shall survive the expiration or earlier termination of this Agreement.

16.0   NO PROMOTION OF RELATIONSHIP

16.2   Vendor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "**Communications**") without the express prior written consent of the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

16.3   Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0   UNAVOIDABLE DELAY

17.2   Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0   NOTICES

18.2   Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

[Insert name of vendor]

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an "Out of Office" email.

18.3   Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an "Out of Office" email,

with a copy to:

City of Vancouver – Legal Services
453 West 12ᵗʰ Avenue
Vancouver, British Columbia   V5Y 1V4

Attention: *Francie Connell, Director of Legal Services*
E-Mail: *francie.connell@vancouver.ca*
Fax: *604-873-7445*

or her designate set out in an "Out of Office" email.

18.4   Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:

(i)   if given by personal delivery, on the day of actual delivery thereof;

(ii)   if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii)   if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0   INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

19.2   Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0   NO SUB-CONTRACTING OR ASSIGNMENT

20.2   Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0   MISCELLANEOUS

21.2   **Time of the Essence.** Time shall be of the essence of this Agreement.

21.3   **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

21.4   **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

21.5   **Remedies Cumulative**. The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

21.6   **Further Assurances**. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

21.7   **Entire Agreement**. This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

21.8   **Amendment**. This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.

21.9   **Set-Off**. the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.

21.10   **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.

21.11   **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.

21.12   **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved

by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.   This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

[INSERT VENDOR'S FULL CORPORATE NAME]

By: _____   _____
　　　Signature　　　　　　　　　　　　　　Print Name and Title

By: _____   _____
　　　Signature　　　　　　　　　　　　　　Print Name and Title

CITY OF VANCOUVER

By: _____   _____
　　　Signature　　　　　　　　　　　　　　Print Name and Title

By: _____   _____
　　　Signature　　　　　　　　　　　　　　Print Name and Title

SCHEDULE A

SCOPE OF WORK

<mark>[Note: Agreed details relating to the scope of work – including the software functionality, implementation services, training, support services and service level commitments, to be inserted. A starting point for this Schedule A will be the set of requirements set out in an RFEOI and any modifications to those requirements as may be agreed by the City and the successful proponent. By way of example, set out below is an illustrative list of topics and services typically provided. Supplement or modify this list as necessary based on the set of requirements in the RFEOI and any agreed modifications.]</mark>

Software Functionality

The Software will have the following functionality:

(a) **As described in the RFEOI, Schedule A – Description of Requirements;**

(b) **As described in the Vendor's submitted responses to the RFEOI (latest version of the Software to be provided to the City);**

(c) **As demonstrated in the product demonstration and subsequent clarifications prior to contract execution; and**

(d) **As described through subsequent clarifications prior to contract execution.**

Implementation

Vendor will provide the following services so that the Software is ready for City use in accordance with the terms of this Agreement:

The Vendor will perform the following services in order to get the software ready for City use:

(a) **As described in the RFEOI, Schedule A – Description of Requirements;**

(b) **As described in the Vendor's submitted responses to the RFEOI (key personnel & backups, roles and responsibilities);**

(c) **As outlined in a project schedule/GANTT chart, inclusive of milestones and timelines; and**

(d) **As described through subsequent clarifications prior to contract execution.**

Training

Vendor will provide the following training:

The Vendor will provide the following training & training materials:

(a) **As described in the RFEOI, Schedule A – Description of Requirements;**

(b) **As described in the Vendor's submitted responses to the RFEOI; and**

(c) **As described through subsequent clarifications prior to contract execution.**

Support Services

Vendor will provide the following support services:

(a) **E-Mail Support:** E-Mail Support shall comprise e-mail access and response.

(b) **Direct Support:** Vendor shall provide the following Software support to the City during the term of this Agreement:

   (i) advice by telephone or e-mail on the use of the Software without any limit on the amount of incident reports as follows:

   (1) an emergency contact number and e-mail address available 24/7/365 for serious Software or Service performance issues;

   (2) for less serious issues, by phone from Monday to Saturday inclusive from 9:00 a.m. to 5:00 p.m. Pacific Standard Time;

   (ii) the dispatch out by email or mail of fix announcements to the Software, information regarding forthcoming new releases and technical newsletters;

   (iii) the creation and upload to the Software, from time to time, of patches and fixes in respect of the Software;

   (iv) the diagnosis of errors in the Software and the rectification of such errors (remotely or by attendance on site as determined by Vendor) by the issue of fixes in respect of the Software and the making of all consequential amendments (if any) to the Documentation;

   (v) any other support service offered to the City from time to time; and

   (vi) the issue of new releases of Software.

Service Level Commitments

Service Uptime:

(a) Vendor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

(b) Vendor represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%.

(c) If the Services availability falls below 99.99% in any month, Vendor shall provide City with a credit of that month's bill for Services according to the table below.

AVAILABILITY PERCENTAGE	PERCENTAGE OF CREDIT
99.60% to 99.69%	10%
99.50% to 99.59%	20%
99.00% to 99.49%	30%
97.00% to 99.00%	50%

Below 97.00%   75%

(d) Vendor represents and warrants that ninety-five percent (95%) of all transactions shall process within no more than one (1) second, and no single transactions shall take longer than five (5) seconds to process.

(e) If Vendor's system response times fall below the warranted level for two (2) or more consecutive weeks, Vendor shall provide City with a credit in the amount of twenty percent (20%) of the Services fees for that month. If Vendor's system response times fall below the warranted level for six (6) out of eight (8) consecutive weeks, Vendor shall be considered to be in default, and City may terminate the Agreement without penalty.

(f) Vendor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.

(g) Vendor shall provide City with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:

   a. Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved;

   b. Average transaction processing time per week, the fastest and slowest individual transaction processing time per week, the percent of transactions processed that meet the service levels stated herein, and identification of weeks in which agreed upon service levels are not met.

   c. Other information requested by the City acting reasonably.

(h) City retains the right to use a third party to validate Vendor's performance in meeting agreed upon service levels.

Vendor Issue Response Time:

The following provisions shall be applicable to the response and correction of Service issues:

(a) If City detects what it considers to be an issue in the Services which causes it not to conform to, or produce results in accordance with, the Agreement, then City shall by telephone or e-mail notify Vendor of the issue.

(b) Vendor shall deliver to City and keep current a list of persons and telephone numbers (the "**Calling List**") for City to contact in order to obtain corrections of Services issues. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Vendor does not respond promptly to any request by City for telephone consultative service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

(c) Vendor shall respond within two (2) hours to City's initial request for assistance in correcting or creating a workaround for a Services issue. Vendor's response shall include assigning fully-qualified technicians to work with City to diagnose and correct or create a workaround for the Services issue and notifying City's representative making the initial request for assistance of

Vendor's efforts, plans for resolution of the issue, and estimated time required to resolve the issue.

(d) For major issues, within twenty-four (24) hours after City first reports the issue, Vendor shall provide a correction or workaround acceptable to City. Vendor's correction process shall include assigning fully-qualified technicians to work with City without interruption or additional charge.

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SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

(a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;

(b) **"personal information"** has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;

(c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;

(d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and

(e) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (Iaas) or Platform as a Service (Paas)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

(a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.

(b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.

(c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is "under the control" of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City's notice.

(d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.

(e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
   2.2.e.1   The purpose for collecting it;

   2.2.e.2   The legal authority for collecting it;

   2.2.e.3   The title, business address and business telephone number of a person who can answer the individual's questions about the collection.

(f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City's expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(g) In the case of an access to information request made to the City, Vendor, at the City's expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement.

No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

(i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

(j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.

(k) Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.

(l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.

(m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

(n) As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

(a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

(b) Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance

Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

(a) restricted access to records containing paper copies of personal information and Transmitted Data;

(b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and

(c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.

(d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

2.5.d.1 single point of entry;

2.5.d.2 access only to persons on Vendor approved access list;

2.5.d.3 log-in validation;

2.5.d.4 creation of accounts only as verified by Vendor;

2.5.d.5 external or WIFI access to servers via encrypted means; and

2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

(a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.

(b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7 **Information Retention, Transfer to the City and Destruction:**

(a) **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 **Inspection and Compliance**

(a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized

representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

(b)   the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:

2.8.b.1   provide such certificate; or

2.8.b.2   provide a notice of non-compliance in accordance with section 1.9.

(c)   Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.

(d)   If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

(e)   Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9   **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10   **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0   **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**

3.1   Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:

(a)   take a physical inventory, at least annually, of all records containing such information, to identify any losses;

(b)   ensure that records are not removed from storage premises without appropriate written authorization from the City;

(c)   use physically secure areas for the storage of records and restrict access to Authorized Employee;

(d)   ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;

(e)   ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;

(f)   implement procedures for identification and authentication, which include:

<div align="right">(i)</div>   controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;

(ii)   ensuring that authentication codes or passwords:

(1)   are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

(2)   are known only to the authorized user of the account;

(3)   are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;

(4)   are no fewer than 6 characters in length;

(5)   are one-way encrypted;

(6)   are excluded from unprotected automatic log-on processes; and

(7)   are changed at irregular and frequent intervals at least semi-annually;

(g)   maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;

(h)   take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;

(i)   implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and

(j)   implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

3.2   Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

3.3   Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.

3.4   Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:

(a)   separate storage facilities for such information;

(b)   authorization before a person is granted access to computers containing such information; and

(c)   entry passwords and the employment of public key encryption/smart card technology where practicable.

3.5   Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.

3.6   Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.

3.7   As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C

INSURANCE CERTIFICATES

[INSERT]

SCHEDULE D

CONTRACT PRICE

[Insert all fees to be paid by the City to the Vendor under the Agreement]

SCHEDULE E

RFEOI

[INCORPORATED BY REFERENCE]

SCHEDULE F

VENDOR'S EXPRESSION OF INTEREST

[INSERT SUBMITTED EOI, AND ANY SUBSEQUENT DOCUMENTS]